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10/057,066	01/25/2002	Sihai Xiao	TVW/APP35US	5026

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EXAMINER
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PICH, PONNOREAY

ART UNIT	PAPER NUMBER
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2135

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PAPER

**Please find below and/or attached an Office communication concerning this application or proceeding.**

The time period for reply, if any, is set in the attached communication.

<b>Office Action Summary</b>	Application No. 10/057,066	Applicant(s) XIAO, SIHAI	
	Examiner Ponnoreay Pich	Art Unit 2135	

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

### Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE 3 MONTH(S) OR THIRTY (30) DAYS, WHICHEVER IS LONGER, FROM THE MAILING DATE OF THIS COMMUNICATION.

- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133). Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

### Status

- 1) ☒ Responsive to communication(s) filed on 05 March 2007.
- 2a) ☒ This action is **FINAL**.                      2b) ☐ This action is non-final.
- 3) ☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

### Disposition of Claims

- 4) ☒ Claim(s) 1-22, 24-46, 48 and 49 is/are pending in the application.
- 4a) Of the above claim(s) 7-13 and 31-37 is/are withdrawn from consideration.
- 5) ☐ Claim(s) \_\_\_\_\_ is/are allowed.
- 6) ☒ Claim(s) 1-6, 14-22, 24-30, 38-46, 48 and 49 is/are rejected.
- 7) ☐ Claim(s) \_\_\_\_\_ is/are objected to.
- 8) ☐ Claim(s) \_\_\_\_\_ are subject to restriction and/or election requirement.

### Application Papers

- 9) ☐ The specification is objected to by the Examiner.
- 10) ☐ The drawing(s) filed on \_\_\_\_\_ is/are: a) ☐ accepted or b) ☐ objected to by the Examiner.  
Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).  
Replacement drawing sheet(s) including the correction is required if the drawing(s) is objected to. See 37 CFR 1.121(d).
- 11) ☐ The oath or declaration is objected to by the Examiner. Note the attached Office Action or form PTO-152.

### Priority under 35 U.S.C. § 119

- 12) ☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).
- a) ☐ All    b) ☐ Some \*    c) ☐ None of:
1. ☐ Certified copies of the priority documents have been received.
  2. ☐ Certified copies of the priority documents have been received in Application No. \_\_\_\_\_.
  3. ☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

\* See the attached detailed Office action for a list of the certified copies not received.

### Attachment(s)

- |  |   |
|--|---|
| 1) <input checked="" type="checkbox"/> Notice of References Cited (PTO-892)                                | 4) <input type="checkbox"/> Interview Summary (PTO-413)<br>Paper No(s)/Mail Date. _____ |
| 2) <input type="checkbox"/> Notice of Draftsperson's Patent Drawing Review (PTO-948)                       | 5) <input type="checkbox"/> Notice of Informal Patent Application                       |
| 3) <input type="checkbox"/> Information Disclosure Statement(s) (PTO/SB/08)<br>Paper No(s)/Mail Date _____ | 6) <input type="checkbox"/> Other: _____  |

### DETAILED ACTION

Claims 1-6, 14-22, 24-30, 38-46, and 48-49 are examined. Claims 7-13 and 31-37 are withdrawn from consideration. Claims 23 and 47 are cancelled.

#### ***Response to Amendment and Arguments***

Applicant's amendments and arguments were fully considered. Applicant argues that the amendment to each of the independent claims "...wherein for each of a plurality of trust entity certificates said TIO comprises..." overcomes the prior art of record. The examiner respectfully disagrees. The examiner will explain using claim 1 as an example claim in a manner similar to how applicant used claim 1 as an example claim in the remarks submitted. Claim 1 recites:

*A method for delivering information from a trust information provider to a client for verification of a received certificate by said client, comprising the steps of:*

*providing a trust information object (TIO) to said client, wherein for each of a plurality of trust entity certificates said TIO comprises: 1) a hash value of said trust entity certificate, and 2) associated trust information indicating a level of trust for a trusted entity associated with said trust entity certificate, wherein the trusted entity comprises a certificate authority; and*

*verifying a received certificate using at least a portion of said TIO.*

Applicant argues that because Hericourt discloses only one certificate being provided to a user device, Hericourt does not disclose the limitations as amended. The examiner respectfully submits that as currently amended, it does not appear that the

claim requires that the client receive a plurality of trust entity certificates. Instead, the claim still refers to a certificate being received by a client, i.e. that is a single certificate is sent from the trust information provider to a client (note preamble). The amendment indicates that for each plurality of trust entity certificates, i.e. certificates created by the trust information provider, the TIO comprises specific items, i.e. a hash and associated trust information. However, there is no specific requirement by the claim that a plurality of trust entity certificates be created at all, must less received by the client. Also, as recited, it does not appear that the TIO is necessarily tied to the trust entity certificates in any manner. If there were multiple trust entity certificates and a single TIO, where the certificates somehow uses the TIO, then from the perspective of each of the certificates, the TIO would have the same structure since the certificates all uses the same TIO. Further, note that Hericourt deals with certificates (plural, not singular) being created by one or more CA's and then filtered (paragraphs 38 and 50). Thus, Hericourt does disclose a plurality of trust entity certificates, the trust entity being the CA's. The information contained in the certificates can be considered at least part of the TIO.

### ***Claim Rejections - 35 USC § 112***

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 1-6, 14-22,24-30,38-46, and 48-49 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

1. Claim 1 recites "said trust entity certificate", which is indefinite. Note that claim 1 refers to a plurality of trust entity certificates, thus it is unclear to which of the plurality of trust entity certificates is being referred or if "said trust entity certificates" is meant to refer to the certificate that is received as recited in the preamble. Claims 25, 46, and 49 each contain a similar problem.
2. Claim 2 recites "said time stamp", which lacks antecedent basis. The examiner will assume said time stamp refers to "a date said TIO is created".
3. Claims 3 and 27 recite "said hash values" which lacks antecedent basis because the claim from which they depend only refers to a single hash value, not values.
4. As per claims 14, 22, 38, it is unclear to which one of a plurality of trust entity certificates is being referred when "said trust entity certificates" is recited.
5. Any claims not specifically addressed are rejected due to dependency.

### ***Claim Rejections - 35 USC § 102***

The following is a quotation of the appropriate paragraphs of 35 U.S.C. 102 that form the basis for the rejections under this section made in this Office action:

A person shall be entitled to a patent unless –

(e) the invention was described in (1) an application for patent, published under section 122(b), by another filed in the United States before the invention by the applicant for patent or (2) a patent granted on an application for patent by another filed in the United States before the invention by the applicant for patent, except that an international application filed under the treaty defined in section 351(a) shall have the effects for purposes of this subsection of an application filed in the United States only if the international application designated the United States and was published under Article 21(2) of such treaty in the English language.

### ***Claim Rejections - 35 USC § 103***

The following is a quotation of 35 U.S.C. 103(a) which forms the basis for all obviousness rejections set forth in this Office action:

(a) A patent may not be obtained though the invention is not identically disclosed or described as set forth in section 102 of this title, if the differences between the subject matter sought to be patented and the prior art are such that the subject matter as a whole would have been obvious at the time the invention was made to a person having ordinary skill in the art to which said subject matter pertains. Patentability shall not be negated by the manner in which the invention was made.

Claims 1, 22, 24-25, 46, and 48 are rejected under 35 U.S.C. 102(e) as anticipated by or, in the alternative, under 35 U.S.C. 103(a) as obvious over Hericourt et al (US 2002/0078347).

**Claims 1 and 46:**

Hericourt discloses:

1. Providing/receiving a trust information object (TIO) to/at said client (paragraphs 100, 107, and 175), wherein for each of a plurality of trust entity certificates (paragraphs 38 and 49) said TIO comprises associated trust information indicating a level of trust for a trusted entity associated with said trust entity certificate (paragraph 175), wherein the trusted entity comprises a certificate authority (paragraphs 147-152); and
2. Verifying a received certificate using at least a portion of said TIO (paragraphs 104).

The examiner is considering the response from CA Filter 309 which comprises at least a CA trust level and the information contained in a certificate of the CA to be a TIO. Hericourt does not *explicitly* disclose said TIO as disclosed in his invention also

Art Unit: 2135

comprises a hash value of said trust entity certificate. However, Hericourt discusses in paragraphs 11-17 that an X.509 certificate's formal structure includes a signature of the certificate, i.e. a hash value of the certificate. Note that Hericourt does not place any restrictions on the types of certificates used in his invention. In discussing X.509 certificates in his background section, it would not have been beyond the scope of Hericourt's invention where the certificate used included X.509 certificates. When these certificates are returned in the response from a CA Filter, a hash value of the CA's certificate is also returned. Thus, if interpreted broadly, Hericourt can be considered 102 art as Hericourt does not place any restrictions on the types of certificates used in his invention and he discloses knowing about certificates that contained the hash value of a trust entity certificate. Since the TIO includes information of the trust entity certificate, the TIO can implicitly comprise a hash value of a trust entity certificate. Alternatively, the limitations recited in claims 1 and 46 are also rendered obvious over Hericourt's teachings in light of what is discussed above. It would have been obvious to one of ordinary skill in the art to utilize an X.509 certificate within Hericourt's invention, such that the TIO also comprises a hash value of a trust entity certificate. One skilled would have been motivated to do so because X.509 is a standard for public key infrastructures and conformance to standards are usually desired. One skilled would also have been motivated to include a hash value of said trust entity certificate to ensure integrity of the certificate.

**Claims 22 and 25:**

Claims 22 and 25 are directed towards an apparatus comprising a client device which performs the method of claim 46, said client device comprising memory for storing said TIO as recited in claim 46. Note Hericourt discloses a client which performs the method of claim 46 (Fig 3, item 302). The client is disclosed as capable of storing TIO data (paragraph 107), thus has memory. As such, claims 22 and 25 are rejected for much the same reasons given in claim 46.

**Claims 24 and 48:**

Hericourt further discloses wherein said TIO comprises at least one of: for each of said trust entity certificates, a trust vector including at least a portion of said trust information; a value indicating a number of signatures required for a next update; a time stamp which indicates a date that said TIO is generated; and for each of said trust entity certificates, a thumb print comprising a hash of a public key embedded in said certificate that represents said trust entity (paragraphs 100 and 175). The cited paragraphs shows Hericourt discloses said TIO comprises at least one of: for each of said trust entity certificates, a trust vector including at least a portion of said trust information.

Claims 2 and 26 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hericourt et al (US 2002/0078347) in view of Hsu et al (US 5,982,898).

**Claims 2 and 26:**

As per claims 2 and 26, Hericourt further discloses wherein said TIO further comprises: for each of said trust entity certificates, a trust vector including at least a



portion of said trust information (paragraphs 100 and 175) and a digital signature of all data including said trust entity certificates and said trust vectors (paragraph 17).

Hericourt does not explicitly disclose said TIO further comprising a value indicating a number of signatures required for a next update; a date said TIO is created; and said digital signature also including said number of signatures and said date said TIO is created.

However, as previously discussed, the examiner is considering the TIO of Hericourt as comprising at least the information contained in a certificate issued by the CA. Further, Hsu discloses certificates issued by a CA comprising a value indicating a number of signatures required for a next update (col 5, lines 29-37, i.e. the number of times the certificate can be used before expiring/requiring an update). The examiner also takes official notice that it was well known to include the date the certificate and the information contained therein was created.

At the time applicant's invention was made, it would have been obvious to one skilled in the art to modify Hericourt's invention such that the TIO comprised the elements recited in claims 2 and 26 by including a value indicating a number of signatures required for a next update and the date the TIO was created as well as to hash all the information contained in the certificate. One skilled would have been motivated to do so because limited use certificates are more secure and including the date of a certificate's creation in the certificate allows one to know how old the certificate is. One skilled would have been motivated to hash all the information contained in the certificate for integrity checking purposes.

Claims 3-4 and 27-28 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hericourt et al (US 2002/0078347) in view of Vogel et al (US 6,816,900).

**Claims 3 and 27:**

Hericourt does not explicitly disclose wherein said hash value is determined using any of MD5 and SHA-1. However, Vogel discloses wherein a hash value is determined using any of MD5 and SHA-1 (col 7, lines 45-63).

At the time applicant's invention was made, it would have been obvious to one skilled in the art to modify Hericourt's invention such that said hash value is determined using any of MD5 and SHA-1. One skilled would have been motivated to do so because both MD5 and SHA-1 are conventional ways of obtaining hash values for signatures.

**Claims 4 and 28:**

Hericourt does not explicitly disclose wherein said TIO conforms to the PKCS#7 standard. However, Vogel discloses the PKCS#7 standard being used to sign messages (col 7, lines 37-44). At the time applicant's invention was made, it would have been obvious to one skilled in the art to modify Hericourt's invention such that said TIO conforms to the PKCS#7 standard. One skilled would have been motivated to do so because PKCS#7 offers a high level of security and is the standard for signing.

Art Unit: 2135

messages using certificates under a PKI. Hericourt discloses messages signed via certificates (paragraph 76).

Claims 5 and 29 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hericourt et al (US 2002/0078347) in view of applicant's admittance of prior art, herein AAPA, and further in view of Vogel et al (US 6,816,900).

**Claims 5 and 29:**

Hericourt does not explicitly disclose hard coding a TIO derived from a set of root certificate authority (CA) certificates into said client's software/ software of said client device. However, AAPA discloses that at the time applicant's was made, it was a common approach in the art to hard code a TIO into a client's software (specification, page 2, lines 4-6). Further, the examiner asserts that it was well known to derive a TIO from a set of root CA certificates. This is further evidenced by Vogel (col 4, lines 5-37).

At the time applicant's invention was made, it would have been obvious to one of ordinary skill to further modify Hericourt's invention by hard coding a TIO derived from a set of root CA certificates into said client's software. One of ordinary skill would have been motivated to hard code a TIO into a client's software because as applicant discloses in the specification, it was a common approach in the art to provide associated trust information (specification, p2, lines 4-6). One skilled would have been motivated to derive a TIO from a set of root CA certificates because it would offer a high

Art Unit: 2135

level of security for the certificate in the TIO since the certificate would be verified by a chain of CA's.

Claims 6, 30, and 49 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hericourt et al (US 2002/0078347).

**Claims 6 and 30:**

Hericourt does not explicitly disclose saving a copy of said TIO in a persistent memory during said client's build time. However, as discussed in prior office action(s), it was well known in the art to save a copy of a TIO in a persistent memory during said client's build time, i.e. certificates, passwords, or keys are often assigned to a client when the client is built and saved in static memory to prevent the information from being lost when the client loses power.

At the time applicant's invention was made, it would have been obvious to further modify Hericourt's invention such that a copy of the TIO was saved in a persistent memory during said client's build time. One of ordinary skill would have been motivated to do so because it was common to assign trust information to a client during build time and to save it in persistent memory to prevent lost of the information due to power failure.

**Claim 49:**

Hericourt discloses:

1. Providing a trust information object (TIO) to said client (paragraphs 100, 107, and 175), wherein for each of a plurality of trust entity certificates (paragraphs 38 and 49) said TIO comprises trust information indicating a level of trust for a trusted entity associated with said trust entity certificate (paragraph 175), wherein the trusted entity comprises a certificate authority (paragraphs 147-152); and
2. Verifying a received certificate using at least a portion of said TIO (paragraphs 104).

The examiner is considering the response from CA Filter 309 which comprises at least a CA trust level and information contained in a certificate of the CA to be a TIO. Hericourt does not explicitly disclose said TIO also comprise a hash value of a public key embedded in a certificate that represents a trusted entity. However, note that Hericourt does not place any restrictions on the type of certificates used in his invention. The examiner take official notice that certificates with a hash value of a public key embedded in the certificate that represents a trusted entity, i.e. CA, was well known in the art at the time applicant's invention was made. It would have been obvious to one skilled in the art to modify Hericourt's invention according to the limitations recited in claim 49. One skilled would have been motivated to do so because embedding the hash value of a public key embedded in the certificate would provide a way to identify which public key to use to authenticate the certificate.

Claims 14-17, 20-21, 38-41, and 44-45 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hericourt et al (US 2002/0078347) in view of Samar (US 6,304,974).

**Claim 14:**

Hericourt discloses embedding a trust information object (TIO) within a client (paragraphs 100, 107, and 175), wherein for each of a plurality of trust entity certificates (paragraphs 38 and 49) said TIO comprises associated trust information indicating a trust level for a trusted entity associated with said trust entity certificate (paragraph 175), wherein the trusted entity comprises a certificate authority (paragraphs 147-152).

Hericourt does not explicitly disclose said TIO of his invention also comprising a hash value of a trust entity certificate. However, for the reasons given in claims 1 and 46, the limitation is obvious to Hericourt's invention in light of what he discusses is known in the prior art and because he does not place any limitations on the types of certificates used in his invention. One skilled would have been motivated to modify Hericourt's invention such that said TIO comprises a hash value of a trusted entity certificate for the same reasons given in claims 1 and 46.

Hericourt does not explicitly disclose:

1. Said client connecting to said server to determine whether a new TIO is available.

2. Said server sending a new TIO to said client if there said new TIO is available.

However, note that the examiner is considering the response from CA Filter 309 as the TIO. The response comprises at least trust level information for a CA and a certificate of the CA, including information contained in the certificate. Hericourt discloses that the CA Filter maintains a list of trusted CA's (paragraphs 135-137), where any CA subject to an attack is removed from the list. Samar discloses a client connecting to a server to determine whether a new list of trusted certificates belonging to CA's is available (col 8, lines 26-39). Samar discloses said server sending the new list to said client if there is a more recent list available (col 8, lines 39-44). In light of these teachings, it would have been obvious to one skilled in the art to further modify Hericourt's invention according to the limitations recited in claim 14. It would have been obvious because the TIO as disclosed by Hericourt comprise information indicating the trust level of a CA and information contained in the certificate of the CA. The list disclosed by Samar indicates which certificates are trusted and by extension, which CA's are trusted, thus the list is serving the same functionality as the trust level information sent as a response from the CA Filter in Hericourt's invention. One skilled would have been motivated to incorporate Samar's teachings within Hericourt's invention because it would prevent untrustworthy certificates from CA's that are no longer trustworthy from accidentally being used. Note this is something Hericourt wants (paragraph 10).

**Claim 15:**

Art Unit: 2135

Hericourt and Samar renders obvious all the limitations recited in claim 14.

Further, Samar discloses sending a TIO including a signing certificate to said client, wherein trust information of said signing certificates indicates that said signing certificate can be trusted for signing said TIO (col 3, lines 4-13).

**Claim 16:**

Hericourt and Samar renders obvious all the limitations recited in claim 14.

Samar further discloses wherein said client fetches said TIO from a trusted server, said client ensuring that a root certificate that signed said signing certificate is contained in said TIO (Fig 5).

Samar does not disclose said root certificate is not revocable. However, the examiner asserts that non-revocable certificates were well known in the art at the time applicant's invention was made. It would have been obvious to one of ordinary skill in the art to further modify Hericourt's invention such that the root certificate was not revocable because it would indicate a high level of trust for the user of the root certificate.

**Claim 17:**

Hericourt and Samar renders obvious all the limitations recited in claim 14.

Samar further discloses wherein said client verifies a digital signature of said TIO with a signing certificate, along with a TIO sent to said client (col 5, lines 46-51 and col 7, lines 17-23).

**Claim 20:**



Hericourt and Samar renders obvious all the limitations recited in claim 14. Hericourt does not explicitly disclose wherein said TIO is delivered to said client via a broadcast channel; wherein a provider delivers an initial TIO to said client that contains a signing certificate and associated trust information by either of including said signing certificate in the initial TIO saved in a client persistent memory, or by sending the initial TIO to said client through a secure channel before using said broadcast channel.

However, the examiner asserts that the limitation is well known in the art, as discussed in a prior office action. At the time applicant's invention was made, it would have been obvious to one of ordinary skill to further modify Hericourt's invention to use a broadcast channel as recited in claim 20. One skilled would have been motivated to do so because sending a TIO via a broadcast channel is the quickest and cheapest way of distributing the same information to a large group of clients. One of ordinary skill would have been motivated to deliver an initial TIO to the client via a secure channel before using a broadcast channel as this would initially ensure that only authorized clients received subsequent TIO's.

**Claim 21:**

Hericourt and Samar renders obvious all the limitations recited in claim 14. Hericourt does not explicitly disclose updating said TIO on a per session basis when said TIO is not persistently stored. However, as discussed in the prior office action, this limitation was well known in the art at the time applicant's invention was made. It would have been obvious to one skilled to have further modified Hericourt's invention according to

Art Unit: 2135

the limitations recited in claim 21. One skilled would have been motivated to do so because it would prevent untrustworthy certificates from being used.

**Claim 38:**

Claim 38 is directed towards an apparatus comprising a client device which performs the method of claim 14, thus is rejected for much the same reasons given in claim 14. Note Hericourt discloses a client device which stores the response from CA Filter 309, i.e. the TIO, (Fig 3, item 302 and paragraph 107), thus has memory.

**Claims 39-41 and 44-45:**

Claims 39-41 and 44-45 recite limitations substantially similar to what is recited in claims 15-17 and 20-21 respectively and are rejected for the same reasons given therein.

Claims 18-19 and 42-43 are rejected under 35 U.S.C. 103(a) as being unpatentable over Hericourt et al (US 2002/0078347) in view of Samar (US 6,304,974) and further in view of Vogel et al (US 6,816,900).

**Claim 18:**

Hericourt and Samar renders obvious all the limitations recited in claim 17. Hericourt does not explicitly disclose wherein multiple signatures are verified, depending on the number of signatures specified in said TIO; wherein said client hashes said signing certificates one by one; and wherein if proper results are found in said TIO and

Art Unit: 2135

said certificates are trusted for signing said TIO, then said TIO proves that it was not tampered with.

However, Vogel discloses wherein multiple signatures are verified, depending on the number of signatures specified in a TIO (col 8, lines 9-17). Vogel also does not explicitly disclose wherein if proper results are found in said TIO and said certificates are trusted for signing said TIO, then said TIO proves that it was not tampered with. However, the purposes of signatures are to verify and validate. If proper results are found for the signatures, then by definition, the TIO has proven that it was not tampered with.

It would have been obvious to one of ordinary skill to further modify Hericourt's invention according to the limitation recited in claim 18 in light of Vogel's teachings because it would allow one to determine which CA's are no longer trustworthy due to possible security breaches. Note Hericourt discloses wanting to remove untrustworthy CA's from the list of trusted CA's (paragraphs 136-137).

**Claim 19:**

Hericourt and Samar renders obvious all the limitations recited in claim 19. Hericourt does not explicitly disclose wherein said signing certificates exist in said TIO in said client before said TIO is signed. However, official notice is taken that at the time applicant's invention was made, it was well known for a client to receive and store a signing certificate from a CA before messages signed with the certificate is sent to the client. In light of this, it would have been obvious for one skilled to have further modify Hericourt's invention according to the limitations recited in claim 19. One skilled would

Art Unit: 2135

have been motivated to do so because it would allow a client to quickly verify the authenticity of a message/response/TIO received if the client already had the signing certificate with which it can perform authentication of a signature.

**Claims 42-43:**

Claims 42-43 recite limitations substantially similar to what is recited in claims 18-19 respectively and are rejected for much the same reasons. The most noticeable difference between claim 42 and 18 is that claim 42 recites said client device utilizes said TIO. This limitation is also disclosed by Hericourt (paragraph 111).

***Conclusion***

Applicant's amendment necessitated the new ground(s) of rejection presented in this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP § 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37 CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE MONTHS from the mailing date of this action. In the event a first reply is filed within TWO MONTHS of the mailing date of this final action and the advisory action is not mailed until after the end of the THREE-MONTH shortened statutory period, then the shortened statutory period will expire on the date the advisory action is mailed, and any extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of the advisory action. In no event, however, will the statutory period for reply expire later than SIX MONTHS from the date of this final action.

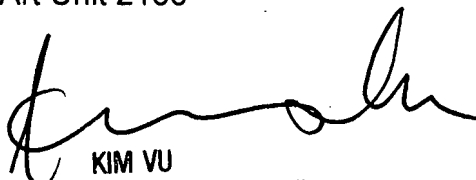
Any inquiry concerning this communication or earlier communications from the examiner should be directed to Ponnoreay Pich whose telephone number is 571-272-7962. The examiner can normally be reached on 9:00am-4:30pm Mon-Thurs.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's supervisor, Kim Vu can be reached on 571-272-3859. The fax phone number for the organization where this application or proceeding is assigned is 571-273-8300.

Information regarding the status of an application may be obtained from the Patent Application Information Retrieval (PAIR) system. Status information for published applications may be obtained from either Private PAIR or Public PAIR. Status information for unpublished applications is available through Private PAIR only. For more information about the PAIR system, see <http://pair-direct.uspto.gov>. Should you have questions on access to the Private PAIR system, contact the Electronic Business Center (EBC) at 866-217-9197 (toll-free). If you would like assistance from a USPTO Customer Service Representative or access to the automated information system, call 800-786-9199 (IN USA OR CANADA) or 571-272-1000.

PP

Ponnoreay Pich  
Examiner  
Art Unit 2135



KIM VU  
SUPERVISORY PATENT EXAMINER  
TECHNOLOGY CENTER 2100